

# **COOPERATIVE AGREEMENT FOR THE SIERRA VALLEY LIBRARY AND CHILDREN & FAMILIES CENTER**

This Cooperative Agreement is made and entered into on this 13<sup>th</sup> day of January, 2004, by and between the County of Sierra ("COUNTY"), the Sierra County Children and Families First Commission ("SCCFC"), the Sierra County Superintendent of Schools ("SCSS") (each individually referred to as "PARTY" and collectively "PARTIES"), and the Sierra-Plumas Joint Unified School District ("SPJUSD").

## **RECITALS**

WHEREAS, it is the mutual desire of each of the above-identified PARTIES to secure the construction of a new building, consisting of approximately 7,420 square feet, to be located on property owned by SPJUSD in the City of Loyalton, which structure will be jointly used by the PARTIES for the purpose of providing services to the local population in eastern Sierra County; and

WHEREAS, the citizens of Sierra County are desirous of having local government and service agencies working collaboratively to improve the quality of life in the community; and

WHEREAS, the PARTIES and SPJUSD have a mutual interest in constructing a facility in the Sierra Valley that will promote a new level of service delivery and program efficiency by bringing agency services into one location where citizens are most likely to meet; and

WHEREAS, the SCSS and the COUNTY are willing to collaborate on the construction and operation of a permanent County Library facility, incorporating a homework learning center and computer internet access terminals, and local history archives for all residents of the community, including SPJUSD students and staff, and children and adults served by SCCFC. To complete this project, the PARTIES agree that COUNTY seek a grant through the *Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000* ("Library Bond Act"). (Education Code § 19985 *et seq.*) Under the Library Bond Act, the State will provide 65% of qualifying construction expenses for the local library agency to build a new library that meets the Grant priority rating criteria. Several of the objectives for the library project's pre-literacy and family literacy programs and children's library coincide with the goals of the SCCFC; and

WHEREAS the SCCFC and the SCSS have collaborated to seek the design and construction of an early childhood developmental learning center that would incorporate a preschool and child day care center; after-school care programs; instructional space for educational activities for parents, care providers and families; and space for health education, outreach, screenings and other services for Sierra County residents. A primary tenant in the new facility would be the existing Toddler Towers Day Care Center of Loyalton, with expanded

educational support for preschool developmental needs children. A second tenant would be the Sierra County Department of Health and Human Services. Additional tenants may be possible in the future; and

WHEREAS, the SCCFC and the COUNTY desire to submit a Library Grant application by January 16, 2004, for the third of three funding cycles which must comply with both the Library Bond Act and its implementing regulations ("Regulations"). (5 C.C.R. §§ 20430 *et seq.*) Section 20440(d)(1) of the Regulations requires that applicants seeking Library Bond Act funding for joint use projects must submit a copy of a joint use cooperative agreement between the public library and public school district ("Cooperative Agreement"); and

WHEREAS, in order to secure additional funding to provide the matching local contribution to the Library Bond Act, the SCSS and/or the SPJUSD has been awarded funding under the Kindergarten-University Public Education Facilities Bond Act of 2002 and/or 2004; and

WHEREAS, the PARTIES acknowledge the significant contribution being made by the SPJUSD to provide the land for the new Sierra Valley Library and Children and Families Center to be constructed at the Loyalton Elementary School site; and

WHEREAS, Government Code Sections 6500 *et seq.* provide statutory authority for each of the PARTIES to enter into a "joint powers agreement," such as this Cooperative Agreement; and

WHEREAS, the PARTIES and SPJUSD have determined and hereby declare that it is both in the public interest and the best interest of the PARTIES to join together for the joint development, maintenance, and use of facilities as a community library and for the various purposes summarized above at a site located at the Loyalton Elementary School, 111 Beckwith Road, Loyalton, California, and further described as Sierra County AP# 17-140-002 ("SCHOOL").

NOW, THEREFORE, the PARTIES mutually agree as follows:

1. Joint Use Cooperative Agreement

The PARTIES and SPJUSD understand that this Agreement is intended, *inter alia*, to be, and is, a "joint use cooperative agreement" among and between the COUNTY, SCCFC, SCSS, and SPJUSD as referred to in Section 20440(d)(1) of the Regulations. This Agreement is also intended to constitute a joint powers agreement under the provisions of Government Code Section 6500 *et. seq.*, for the purpose of constructing and operating the joint use facility ("FACILITY") as a community library and for the other purposes identified above and in Exhibit G.

2. Name, Description, and Location of FACILITY

The FACILITY shall be named "The Sierra Valley Library and Children & Families

Center.” For its description see Exhibit “A.” The FACILITY is to be constructed on ±0.75 acres of land (the “MASTER LEASE AREA”) that is located in the City of Loyalton, owned by the SPJUSD, as is more particularly described in Exhibit “B.”

3. MASTER LEASE AGREEMENT between PARTIES and SPJUSD

A. The MASTER LEASE AREA is depicted in Exhibit “C” (“MASTER LEASE AREA”). The FACILITY will include an area available for conditional use, as depicted in Exhibit “D” (“ACCESS AREA”), and an area for common use, as depicted on Exhibit “E” (“COMMON USE AREA”). The ACCESS AREA shall at all times be owned by the SPJUSD and nothing herein is intended to divest SPJUSD of its ownership interest.

B. In consideration for the mutual promises, covenants, and obligations of the respective PARTIES hereto, SPJUSD hereby jointly grants to COUNTY, SCSS, and SCCFC a leasehold interest in the MASTER LEASE AREA for the term identified in paragraph 14 of this Agreement, subject to the terms and conditions expressly contained in this Agreement. The consideration for the lease agreement shall not require payment of any annual rental. Such leasehold interest is intended and shall be construed to grant the respective PARTIES a right of use of the MASTER LEASE AREA for the construction and operation of the FACILITY in full compliance with the legal requirements contained in any grant agreement or agreements to COUNTY for funds for the construction of a library and for the use of Proposition 40, park and recreation grant funds, and in full compliance with any grant agreement or agreements to SCSS for funds for the construction of a homework/academic achievement center from the California Office of School Construction, as required. This grant of a leasehold interest in said facility site shall be such that SPJUSD shall have a right to co-occupy and to use the FACILITY constructed on said property, as is otherwise set out in this Agreement. The COUNTY shall have full and undisturbed access to the site at all times to build and operate a public library during the length of the lease. The title report shall indicate that there are no superior liens in the leased property.

C. In addition, the grant of leasehold interest in the MASTER LEASE AREA shall include a right of use of the parking lot and pedestrian walkways, sidewalks, pathways, and other areas depicted in Exhibit “E,” attached hereto.

D. OWNERSHIP OF FACILITY: The PARTIES agree that ownership of the FACILITY during the term of this Agreement will be shared by the PARTIES with each PARTY having an undivided ownership interest below equal to the following percentages:

- (1) COUNTY: 48%  
COUNTY percentage specifically includes that portion of the library dedicated to public library use and prorated share of common use areas. Under no circumstances will the COUNTY’S percentage be less than 48% for a period not less than 40 years from day library services commence.
- (2) SCCFC: 33%  
SCCFC percentage specifically includes the Children and Families wing, office spaces off the vestibule, and prorated share of common use areas.

- (3) SCSS: 19%
- The SCSS percentage includes rights to usage of the public library space for homework/after-school/academic support and similar programmatic activities when library staff/volunteers are present or upon written approval by the COUNTY and the MANAGEMENT ADVISORY COMMITTEE (COMMITTEE, described herein), the children's center space to help fulfill program needs for pre-school children, meeting space for older children and adult education activities, and of common usage areas.

E. The PARTIES further agree that at its option, SPJUSD may elect to occupy and use, and in so electing, obtain an undivided ownership interest of up to 15% of the FACILITY. If and when SPJUSD exercises its option to occupy and use the FACILITY, its occupation and use is subject to each of the following:

- (1) The SCSS percentage includes rights to usage of the public library space for homework/after-school/academic support and similar programmatic activities when library staff/volunteers are present or upon written approval by the COUNTY and the COMMITTEE, the children's center space to help fulfill program needs for pre-school children, meeting space for older children and adult education activities, and of common usage areas.
- (2) SPJUSD must give written notice of its intention to exercise that election to the other PARTIES no later than December 31 of the fiscal year proceeding its intended effective date.
- (3) Unless approved by the other PARTIES, the effective date will be July 1 following SPJUSD's written notice.
- (4) Upon the effective date of SPJUSD's election to occupy and use the FACILITY, it shall participate in the Management Advisory Committee, described herein.
- (5) Upon the effective date of SPJUSD's election to occupy and use the FACILITY, it shall assume a pro-rata share of the operation costs and maintenance, replacement and repair funds necessary for FACILITY.

F. If and when SPJUSD exercises its option to occupy and use the FACILITY, PARTIES shall each have an undivided ownership interest equal to the following percentages:

- (1) COUNTY: 48%
- (2) SCCFC: 22%
- (3) SCSS: 15%

- (4) SPJUSD: 15%

Under no circumstances shall SPJUSD, or any other PARTY, have the ability to occupy or acquire ownership to that portion of the building dedicated to public library use during the term of this agreement.

G. OPERATIONS AND MAINTENANCE: Up to and until such as time as SPJUSD exercises its option to occupy and use the FACILITY, PARTIES agree that operation and maintenance of the FACILITY during the term of this Agreement will be shared by the following PARTIES with each PARTY having responsibility for costs equal to the percentages, which are divided based on program usage of the building:

- (1) COUNTY: 40%
- (2) SCCFC: 40%
- (3) SCSS: 20%

H. If and when SPJUSD exercises its option to occupy and use the FACILITY, PARTIES shall each have responsibility for costs equal to the following percentages:

- (1) COUNTY: 40%
- (2) SCCFC: 30%
- (3) SCSS: 15%
- (4) SPJUSD: 15%

I. The PARTIES agree that upon termination of this Agreement ownership of the FACILITY shall vest exclusively in SCSS.

J. For purposes of subparagraphs C, D, and E above, subparagraph F of paragraph 13 below, and paragraph 17 below, the term "FACILITY" does not include any furnishings, equipment, furniture, or personal property owned or leased by a PARTY or any other person or entity using the FACILITY pursuant to a lease, sub-lease, or other agreement with a PARTY or PARTIES. All furnishings, equipment, furniture, funded by the Library grant will be the property of Sierra County. Books furnished by Plumas County Library remain the property of Plumas County Library. Any furnishings or equipment provided by other PARTIES remain the property of those PARTIES. The COMMITTEE will be responsible for keeping an inventory of furnishings, updated annually.

K. Any sublease of the Facility by the PARTIES, or any one of the PARTIES, is subject to the approval by SPJUSD, which approval shall not be unreasonably withheld. Notwithstanding this right of approval, the PARTIES may sublease a portion of the FACILITY to Toddler Towers, Inc., and the Sierra County Department of Health and Human Services as

described in the Recitals above.

L. SPJUSD's remedies for any default by the COUNTY or any other PARTY cannot include cancellation of the lease, retaking of property, or eviction of the COUNTY. The only remedy is suit for specific performance to remedy any specific breach.

#### 4. Special Legal Requirements

A. **ACKNOWLEDGEMENT AND INCORPORATION OF EDUCATION CODE.**  
The PARTIES acknowledge the provisions of education Code Section 19999 and Section 20440(e)(3)(G), which require the provision of public library direct services for 40 years and therefore understand and agree that that portion of the building dedicated to public library use shall be used for that purpose and in a manner consistent with this Agreement for a minimum of 40 years from the day services commence. The PARTIES understand and agree that any subsequent encumbrance on the property or sale of the property must be subject to this Agreement. The PARTIES also commit to provide appropriate joint use services consistent with the intent of this Agreement for a minimum of 20 years from the day services commence.

B. The PARTIES understand and agree that this Agreement and any other agreement related to the MASTER LEASE AREA is subject to, and will be interpreted and implemented in accordance with, the purposes of, and the laws and regulations governing, public education. The PARTIES also understand and agree that any use of, or activity carried out on, the MASTER LEASE AREA cannot be in conflict with or inconsistent with the purposes of, and the laws and regulations governing, public education. The PARTIES agree to cooperate with SPJUSD in furthering this agreement, including the execution of documents after the execution of this Agreement intended to further this intent.

C. The PARTIES also understand and agree that (1) As to any of its employees or volunteers working in the FACILITY, each PARTY must comply with Education Code Sections 44830.1 *et seq.* or 45125.1 as appropriate; and (2) As to any person or entity contracting with a PARTY to provide "schoolsites services" as that term is used in Education Code Sections 45125.1 and 45125.2, that PARTY will comply, and require that person or entity to comply, with the requirements identified by SPJUSD as being appropriate pursuant to those two sections.

D. The PARTIES also understand and agree that as a building located on a school site, usage of the building is subject to all Field Act regulations. All PARTIES agree to comply with requirements of the Field Act.

E. The PARTIES also understand and agree that this Agreement as it relates to the construction and operation of library facilities funded in whole or in part by the State of California pursuant to the Library Bond Act, must comply with both the Library Bond Act and the Regulations and will also be interpreted in a manner so as to comply with that Act and those Regulations.

F. The PARTIES also understand and agree that this Agreement as it relates to the construction and operation of the children and families center facilities funded in whole or in part

by the State of California, must comply with both the Children and Families First Act and regulations applicable to that Act and will also be interpreted in a manner so as to comply with that Act and those Regulations.

G. The PARTIES also understand and agree that this Agreement as it relates to the construction and operation of any facility funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998, must comply with both that Act and regulations applicable to that Act and will also be interpreted in a manner so as to comply with that Act and those Regulations.

H. The PARTIES also understand and agree that this Agreement as it relates to the construction and operation of any facility funded in whole or in part by the State of California with funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 and/or 2004, must comply with Section 1771.7 of the Labor Code and regulations applicable to that Section and will also be interpreted in a manner so as to comply with that Section and Regulations.

I. The PARTIES also understand and agree that this Agreement as it relates to the construction and operation of any facility funded in whole or in part by the State of California with funds derived from the Kindergarten-University Public Education Facilities Bond Act of 2002 and/or 2004, must comply with Section 17077.42 of the Education Code and regulations applicable to that Section and will also be interpreted in a manner so as to comply with that Section and Regulations.

## 5. Administrative Agency

Pursuant to Government Code Section 6506, COUNTY is hereby designated as the Administrative Agency ("AGENCY") and shall carry out those duties identified as AGENCY duties in this Agreement as well as any other duties necessary to administer or execute this Agreement, excepting those for which another PARTY or entity is designated by this Agreement to carry out. The AGENCY shall be entitled to compensation for direct services related to accounting, record-keeping, and clerical services to conduct the meetings of the Management Advisory Committee as identified in paragraph 6 below. The amount of compensation for AGENCY shall be identified in the proposed annual operating budget adopted by the Management Advisory Committee and set in the annual operating budget approved by the PARTIES.

## 6. Management Advisory Committee

A. To assist the PARTIES in administering this Agreement, the PARTIES establish a Management Advisory Committee ("COMMITTEE"). Each PARTY shall designate one (1) employee or Board Member to be a member of the COMMITTEE. Each PARTY shall designate one (1) employee or Board Member to be an alternate member of the COMMITTEE who may serve in the absence of that COMMITTEE member. Each member and alternate member of the COMMITTEE serves at the will of the PARTY appointing that member. Until it elects to

occupy the FACILITY pursuant to paragraph 3(E) above, it shall not be obligated to participate in the COMMITTEE, but shall receive copies of all minutes and actions taken by the COMMITTEE and shall be consulted prior to any major decisions which may affect the FACILITY, the MASTER LEASE AREA, COMMON AREAS or the adjacent school property.

B. In the event any PARTY ceases to be a PARTY to this Agreement, the COMMITTEE member (and alternate COMMITTEE member) representing that PARTY shall be deemed to have resigned on the effective date of that event. In the event of a dissolution or reorganization of any of the agencies participating in this Agreement, the successor(s) in interest to the obligations of any such dissolved or reorganized agency shall be substituted as a member or members to this Agreement, provided, however, that if there is more than one successor in interest, the successors in interest shall jointly designate one COMMITTEE member and one alternate COMMITTEE member.

C. COMMITTEE shall annually select a member of the COMMITTEE to serve as Chairperson and another member as Vice Chairperson. There shall be no other officers.

D. A "Quorum" for the transaction of business by COMMITTEE shall be a majority of the authorized number of COMMITTEE members. COMMITTEE shall act only by a majority of the authorized number of COMMITTEE members.

E. The COMMITTEE may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it must hold at least one (1) regular meeting annually (the "Annual Meeting"). The date, time, and place for the Annual meeting shall be fixed by Resolution of the COMMITTEE and filed with each PARTY. The COMMITTEE may hold additional meetings as called by the Chairperson or upon request of either at least two COMMITTEE MEMBERS or AGENCY.

F. All meetings of COMMITTEE shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Sections 54950 *et seq.*) as that Act may be modified by subsequent legislation, by applicable sections of the California Education Code, and rules of the COMMITTEE not inconsistent therewith. Except as otherwise provided or permitted by law, all meetings of COMMITTEE shall be open and public. Seventy-two (72) hours prior to a regular meeting and twenty-four (24) hours prior to special meetings of COMMITTEE, notice of the meeting and a copy of the proposed agenda shall be publicly posted at the offices of each of the PARTIES.

G. AGENCY shall transmit to each COMMITTEE member true and correct copies of the Minutes of such meetings within thirty (30) days.

H. COMMITTEE, by Resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications and shall designate one of its members as an officer for the purpose of receiving service on behalf of COMMITTEE.

I. No one serving on COMMITTEE shall receive any salary or compensation for serving as a member or officer. However, COMMITTEE may provide for reimbursement for



expenses incurred by its members in connection with duties as a COMMITTEE officer or member in its proposed annual operational budget.

J. At its Annual Meeting, the COMMITTEE shall adopt a proposed annual operational budget which provides sufficient funds to ensure the management and maintenance of the FACILITY and MASTER LEASE AREA in accordance with all laws regarding the management and maintenance of public property by counties and school districts in the State and cause all such acts and things to be done in and about the FACILITY and MASTER LEASE AREA necessary to comply with all statutes, ordinances, laws, rules, regulations, orders and requirements of any governmental or regulatory authority having jurisdiction respecting the use or manner of use of the FACILITY and MASTER LEASE AREA. The proposed annual operational budget will also specifically provide for the following:

- (1) Both the short-term and long-term custodial, maintenance, repair, and replacement requirements for the FACILITY;
- (2) Utilities;
- (3) Reimbursement of AGENCY's expenses;
- (4) A reasonable contingency fund; and
- (5) Monthly or quarterly payment by the PARTIES of their share of these costs, which will be pro-rated in the same manner set forth in 3(G) and 3(H) above.

The adopted proposed annual operational budget will be forwarded to each of the PARTIES for approval. The COMMITTEE may, as it determines necessary, adopt proposed amendments to the approved budget, which will be forwarded to each of the PARTIES for approval.

K. The COMMITTEE shall monitor the construction of the FACILITY as well as its ongoing condition and operation and keep the PARTIES informed of the status of each.

L. The COMMITTEE may develop and implement policies and procedures consistent with this Agreement to facilitate its implementation and the orderly and efficient operation of the FACILITY.

M. The COMMITTEE shall have such other responsibilities and authority as provided for elsewhere in this Agreement or by subsequent agreement of the PARTIES.

## 7. Construction of the FACILITY

See Exhibit "F".

8. Joint Use of the FACILITY

See Exhibit “G”.

9. Operation of FACILITY

See Exhibit “H”.

10. Funding for the FACILITY

See Exhibit “I”.

11. Liabilities, Indemnities, and Insurance

A. The PARTIES and SPJUSD agree that for purposes of this paragraph 11 (excluding subparagraph F) only, the terms PARTY and PARTIES include SPJUSD.

B. The PARTIES recognize and agree that, pursuant to Government Code section 895.2, whenever any public entities enter into an agreement, they are jointly and severally liable upon any liability which is imposed by any law other than Chapter 21 of Division 3.6 of Title 1 of the Government Code (commencing with section 895) upon any one of the entities or upon any entity created by the agreement for injury caused by a negligent or wrongful act or omission occurring in the performance of such agreement.

C. The PARTIES also recognize and agree that Government Code section 895.2 is subject to Government Code section 895.4 which provides that as part of any agreement, the public entities may provide for contribution or indemnification by any or all of the public entities that are parties to the agreement upon any liability arising out of the performance of the agreement.

D. The PARTIES also recognize and agree that, pursuant to Government Code section 895.6, unless the public entities that are parties to an agreement otherwise provide in the agreement, if a public entity is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of the agreement and pays in excess of its pro rata share in satisfaction of such judgment, such public entity is entitled to contribution from each of the other public entities that are parties to the agreement. The PARTIES also recognize and agree that Government Code section 895.6 further provides each of the following, unless the public entities that are parties to an agreement otherwise provide in the agreement: (1) The pro rata share of each public entity is determined by dividing the total amount of the judgment by the number of public entities that are parties to the agreement; (2) The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the pro rata share of the public entity so paying; and (3) No public entity may be compelled to make contribution beyond its own pro rata share of the entire judgment.

E. In accordance with the provisions of Government Code sections 895.4, 895.6, and 6508.1, each PARTY agrees to indemnify and hold each of the other PARTIES and their officers, employees, and agents harmless from any and all expense and liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions or willful misconduct of the indemnifying PARTY or its officers, employees, or agents.

F. Further in accordance with the provisions of Government Code sections 895.4, 895.6, and 6508.1 each PARTY hereto agrees to indemnify and hold SPJUSD and each of the other PARTIES and its officers, employees, and agents harmless from any and all expense and liability for damage, actual or alleged, to persons or property arising by or from any cause whatsoever arising from or connected with any activity which is carried out at the FACILITY, the MASTER LEASE AREA, and the ACCESS AREA under the jurisdiction, authority, or control of the indemnifying PARTY, SPJUSD or their respective officers, employees, or agents (including without limitation the tenants of said PARTY's portion of the joint use facility), excepting only such damage arising out of or resulting from negligent acts or omissions or willful misconduct of the indemnified PARTY, SPJUSD or their respective officers, employees, or agents. Further each PARTY agrees to defend SPJUSD, with counsel reasonably suitable to SPJUSD, for any litigation arising out of activities occurring at the FACILITY, the MASTER LEASE AREA, and the ACCESS AREA, so long as SPJUSD is not a PARTY to this Agreement.

G. The PARTIES agree that the FACILITY, the MASTER LEASE AREA, and the ACCESS AREA shall be insured against damage and destruction by fire, vandalism, and other perils covered by the broadest extended coverage endorsement obtainable with insurance companies acceptable to the PARTIES in the amount of 100% of the full replacement value of the FACILITY, the MASTER LEASE AREA, and the ACCESS AREA in its entirety, including debris removal. Such insurance shall insure the interests of each of the PARTIES in the FACILITY, the MASTER LEASE AREA, and the ACCESS AREA and shall name each of the PARTIES as an insured. The initial amount of such insurance for the FACILITY shall be not less than \$1,500,000 and its cost shall be included in the initial annual budget. The COMMITTEE shall, as part of its process of adopting a proposed annual operational budget, determine whether this amount should be modified and make appropriate provision for any such modification in the proposed annual budget. The PARTIES agree that the proceeds from such insurance shall be first used for reconstruction of the FACILITY, the MASTER LEASE AREA, and the ACCESS AREAS.

H. Each PARTY agrees to purchase at its own expense and to keep in force during the term of this Agreement, a policy or policies of comprehensive liability insurance, including public liability and property damage in the amount of One Million Dollars (\$1,000,000) for property damage and Five Hundred Thousand Dollars (\$ 500,000) per person and One Million Dollars (\$1,000,000) per occurrence for personal injuries or deaths of persons occurring in or about the FACILITY, the MASTER LEASE AREA, and the ACCESS AREA. The PARTIES agree that the proceeds from such insurance shall be first used for reconstruction of the FACILITY, the MASTER LEASE AREA and the COMMON AREAS. With the approval of the other PARTIES, each PARTY may self-insure.

I. Any person or entity other than a PARTY occupying or using the FACILITY must provide proof of insurance meeting the requirements established by the COMMITTEE.

12. Term of Agreement

A. This Agreement shall become effective and operative upon satisfaction of each of the following conditions:

(1) The PARTIES' receipt of grant funds or commitments in an amount equal to the necessary construction funds.

(2) The City of Loyalton, in its capacity as Lead Agency under the California Environmental Quality Act, shall have approved and recorded the appropriate environmental document, and all appeal periods shall be expired.

B. This Agreement shall continue in effect for a period of 40 years unless lawfully terminated by any of the following events:

(1) Failure of COUNTY to obtain funding, or a commitment of funding, from the State of California pursuant to the Library Bond Act by December 31, 2004; or

(2) Failure of SCCFC to secure and to accept appropriate bid(s) from a duly qualified bidder(s) within the budgetary restrictions of the PARTIES.

13. Review and Modification of Agreement

This Agreement may only be modified or amended by written agreement of all of the PARTIES and SPJUSD. The Management Advisory Committee shall monitor the joint use of the building and shall meet at least annually for this purpose. The Committee may recommend changes to the uses of the building and any such proposed changes shall be submitted to the parties to this Agreement for their consideration and adoption, if deemed appropriate by all of the parties.

14. Withdrawal of Party

A. Any PARTY may withdraw from this Agreement effective on July 1<sup>st</sup> of any year, provided six (6) months' prior written notice shall have been given to the other PARTIES and SPJUSD and that the PARTY terminating has either discharged, or has arranged to the satisfaction of the other PARTIES and SPJUSD for the discharge of, all pending obligations the withdrawing PARTY has assumed under this Agreement. Upon erection of the FACILITY, none of the PARTIES shall be allowed to withdraw from this Agreement during the initial twenty (20) years from the effective date of the use of the completed FACILITY. Thereafter

SPJUSD and SCCFC shall be allowed to withdraw from this Agreement and to terminate their use of the FACILITY, provided that such PARTIES give all PARTIES to this Agreement six (6) months prior written notice. To the extent that the withdrawing PARTY has not fulfilled any of its obligations for funding of the operation and/or maintenance expenses for the FACILITY, any such obligations shall survive the withdrawal of any such PARTY.

B. Each PARTY shall, prior to the award of a contract for the construction of the joint use facility, be provided with a copy of the bids submitted by all contractors responding to the call for bids, along with the contract documents and plans and specifications, if so requested. Each PARTY shall have the right to satisfy itself with the viability of the bids and the ability to construct the project within the amounts established in the proposed budget. Any PARTY may, upon its review of said material, elect to terminate this Agreement prior to the award of a contract for construction, which award shall not be made without the affirmative concurrence of each PARTY, by and through its governing board, of its election to continue participation in this Agreement for the construction of the project.

#### 15. Disposition of Property and Funds

In the event of the complete rescission or other final termination of this Agreement by all PARTIES and SPJUSD, any property or funds related to the FACILITY (other than the FACILITY whose disposition is governed by subparagraph D of paragraph 4) remaining after satisfaction of any obligations provided for in the final annual budget shall be distributed to the PARTIES (or SPJUSD if it opts into the Agreement) based on their respective proportionate contributions to the accumulation of any such funds.

#### 16. Dispute Resolution

The PARTIES shall attempt to resolve any disputes through the COMMITTEE, and if not successful through non-binding mediation. Any dispute between the PARTIES and/or SPJUSD under this Agreement that cannot be resolved in this manner may be resolved through the judicial process; provided however, the PARTIES shall attempt to resolve any such dispute through non-binding mediation. At the time of requesting mediation and upon receipt of a request for mediation, the PARTIES shall confer in order to make a mutual selection of a mediator.

#### 17. Entire Agreement

This Agreement and all exhibits, addenda, schedules, and agreements referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the Agreement between and among the PARTIES and SPJUSD and supersedes all prior and contemporaneous understandings or agreements of the PARTIES and SPJUSD. No PARTY or SPJUSD has been induced to enter into this Agreement by, and no PARTY or SPJUSD is relying on, any representation or warranty outside those expressly set forth in this Agreement.

#### 18. Exhibits

The Exhibits attached to this Agreement are a part of this Agreement and are incorporated into this Agreement by reference.

19. Partial Invalidity

If a court or arbitrator of competent jurisdiction holds any Agreement clause to be invalid or unenforceable in whole or in part for any reason, the validity and enforceability of the remaining clauses, or portions of them, shall not be affected unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provision.

20. Binding Effect

This Agreement shall bind and benefit SPJUSD and the PARTIES to this Agreement and their legal representatives and successors in interest.

21. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted, and this contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement and any later changes which do not materially and substantially alter the positions of the PARTIES and SPJUSD.

22. Notices

Any notice to be given or other document to be delivered by any PARTY or SPJUSD to any other hereunder shall be in writing and delivered to that PARTY or SPJUSD personally or by depositing same in the United States mail, duly certified, with postage thereon fully prepaid and addressed to the PARTY or SPJUSD for whom intended, as follows:

To COUNTY:

P.O. Box D  
Downieville, California 95936  
Attn: County Council and County Clerk

To SCCFC:

P.O. Box 556  
Loyalton, California 96118  
Attn: Executive Director

To SCSS:

P.O. Box 157  
Sierraville, CA 96126  
Attn: Sierra County Superintendent of Schools

To SPJUSD:

P.O. Box 157  
Sierraville, CA 96126  
Attn: Superintendent

A PARTY or SPJUSD may from time to time by written notice to the other PARTIES and SPJUSD designate a different address which shall be substituted for the one above specified. Notices shall be effective when received. Any notice or other document sent by certified mail, as aforesaid, shall be deemed received 72 hours after the mailing thereof, as above provided.

23. Force Majeure Specific Exceptions

The time for performance of an obligation other than the payment of money under this Agreement shall be extended for the period during which a PARTY is prevented from performing by acts of God, government, or other force or event beyond the reasonable control of that PARTY.

24. Execution

A. Each PARTY and SPJUSD shall take such action as necessary to approve this Agreement on or before January 14, 2004.

B. Additional public agencies may subsequently become PARTIES to this Agreement upon approval by the PARTIES and SPJUSD and upon execution of this Agreement on their behalf by authorized representatives of such agencies.

C. This Agreement may be executed by each PARTY and SPJUSD on a separate copy thereof with the same force and effect as though all PARTIES and SPJUSD executing separate copies had executed a single original copy. The collection of such separately executed copies shall be treated as a single copy executed by all such executing agencies. Each executing PARTY and SPJUSD shall promptly transmit three (3) executed copies of this Agreement to AGENCY.

IN WITNESS WHEREOF, the PARTIES and SPJUSD have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

**County of Sierra**

**By:** \_\_\_\_\_  
**Name:** Bill Nunes  
**Title:** Chair, Sierra County Board of Supervisors  
**Date:** \_\_\_\_\_

**Sierra County Children and Families Commission**

**By:** \_\_\_\_\_  
**Name:** Marjorie Brownie  
**Title:** Chair, Sierra County Children and Families Commission  
**Date:** \_\_\_\_\_

**Sierra County Office of Education**

**By:** \_\_\_\_\_  
**Name:** Mary Genasci  
**Title:** Sierra County Superintendent of Schools  
**Date:** \_\_\_\_\_

**Sierra-Plumas Joint Unified School District**

**By:** \_\_\_\_\_  
**Name:** Sharon Dryden  
**Title:** President, Sierra-Plumas Joint Unified School District Governing Board  
**Date:** \_\_\_\_\_



**EXHIBIT A**  
**TO**  
**COOPERATIVE AGREEMENT FOR**  
**SIERRA VALLEY LIBRARY AND**  
**CHILDREN & FAMILIES CENTER**

**DESCRIPTION OF FACILITY**

The Sierra Valley Library and Children and Families Center is designed as a 7,420  $\pm$  square foot facility, divided into two building wings with a shared common area entrance and lobby, handicapped accessible restrooms, and a meeting room, kitchen and janitorial room, and mechanical room. The building is a single-story, 23  $\pm$  foot tall structure, to be constructed as a wood or steel framed, concrete masonry unit exterior walls, interior dry wall and wood trim, energy efficient, and Americans With Disabilities Act compliant building. In addition to the building, the site amenities to support the FACILITY include a paved parking area for 17 cars (including 2 handicapped spaces), separate access driveway off of Beckwith Street, bicycle racks, walkways, and a freestanding utility building for rolling trash bin(s), maintenance equipment, and a book drop-off bin.

A general description of each area within the FACILITY is as follows:

Library and Homework Center Wing (approximately 2,900  $\pm$  square feet):

- Library check out/staff area
- Main library area with shelving, children's library area, patron seating, etc.
- Homework Center/Academic Achievement area with computer carrels (delineated portion of main library area, approximately 510  $\pm$  square feet)
- Local History Room (enclosed, approx. 402  $\pm$  square feet)
- Classroom/Literacy Program room (enclosed, approximately 230  $\pm$  square feet)
- Storage/Internet Server room (enclosed, approximately 102  $\pm$  square feet)
- M/F restrooms

Children and Families Center Wing (approximately 3,050  $\pm$  square feet):

- Day Care Center/SCSS Pre-school Program Area
  - Toddler Towers staff office
  - Restrooms, one with shower for special needs individuals
- SCCFC Office with adjoining observation/nap room and copy room
- Health and Human Services outreach and exam Room

COMMON USE AREA (approximately 1,470  $\pm$  square feet)

- Meeting room
- Kitchen and janitorial room
- Mechanical Room
- Entrance foyer and meeting room lobby
- M/F handicap accessible restrooms.

**EXHIBIT B**  
**TO**  
**COOPERATIVE AGREEMENT FOR**  
**SIERRA VALLEY LIBRARY AND**  
**CHILDREN & FAMILIES CENTER**

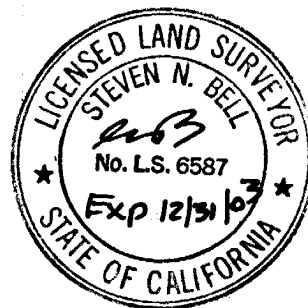
**DESCRIPTION OF MASTER LEASE AREA**

Legal Description For  
Sierra-Plumas Joint Unified School District  
MASTER LEASE AREA

All that certain piece or parcel of land, situate in the Southeast quarter (SE1/4) of Section 12, Township 21 North, Range 15 East, M.D.M., being a portion of that certain 8.438 acre parcel as shown on that certain map filed on January 5, 1966 in Book 2 of Maps and Surveys, at Page 55, State of California, County of Sierra, more particularly described as follows:

Beginning at a 5-inch square post marking the Northwest corner of said parcel, from which the Southeast corner of said Section 12 bears South 76°26'43" East 2650.19 feet and the TRUE POINT OF BEGINNING;  
Thence South 89°49'15" East 233.50 feet along the North boundary of said parcel;  
Thence leaving said North boundary South 102.33 feet;  
Thence West 52.84 feet;  
Thence South 43.23 feet;  
Thence West 181.06 feet to the West boundary of said parcel;  
Thence along said West boundary North 00°09'30" East 146.29 feet to the TRUE POINT OF BEGINNING.  
Contains 31,819 square feet, more or less.

*Steven N. Bell*  
*LS 6587*  
*March 3, 2003*



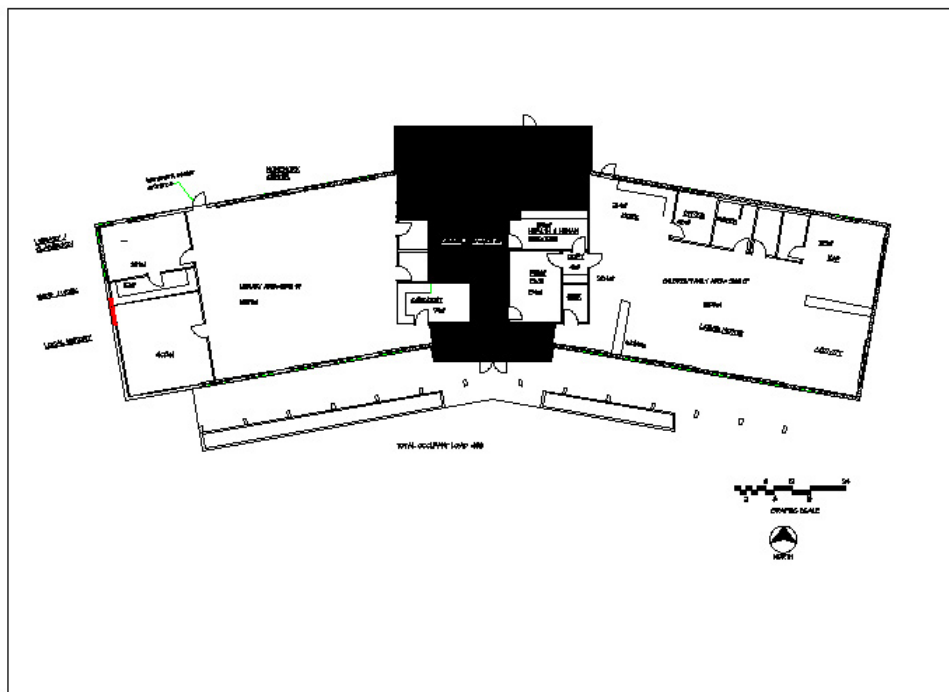
## DEPICTION OF MASTER LEASE AREA



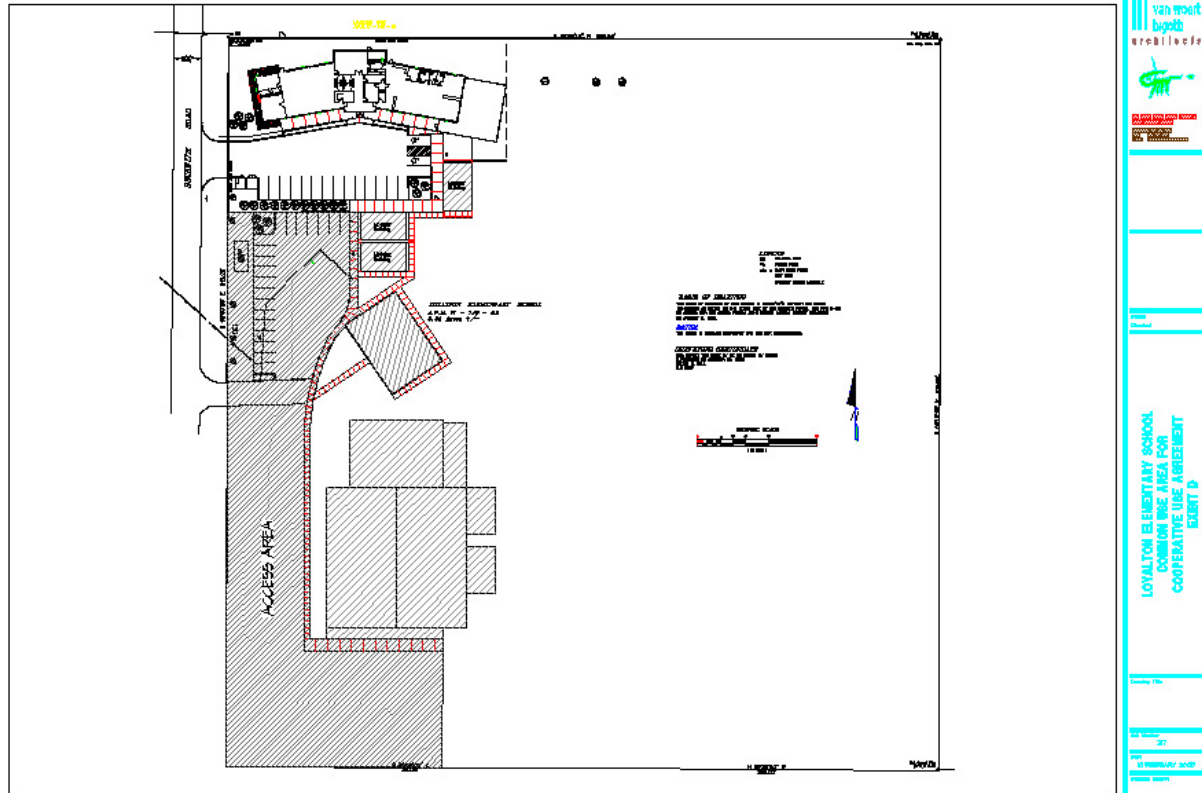
**EXHIBIT D**  
**TO**  
**COOPERATIVE AGREEMENT FOR**  
**SIERRA VALLEY LIBRARY AND**  
**CHILDREN & FAMILIES CENTER**

**DEPICTION OF COMMON AREA**

**FACILITY COMMON AREA**



## DEPICTION OF ACCESS AREA



**EXHIBIT F  
TO  
COOPERATIVE AGREEMENT FOR  
SIERRA VALLEY LIBRARY AND  
CHILDREN & FAMILIES CENTER**

**CONSTRUCTION OF THE FACILITY**

1. SCCFC Responsibilities

A. Subject to the terms and condition of this Agreement, SCCFC shall be responsible for all aspects of design, construction, and development of the FACILITY (the "PROJECT") and conduct in connection with the PROJECT, including but not limited to the supervision of the work of construction, the qualifications, financial condition and performance of all architects, engineers, contractors, subcontractors of any tier, material suppliers and consultants, and the accuracy of all applications for payment and the proper application of all disbursements.

B. SCCFC shall comply with all statutes and laws applicable to the performance of its obligations hereunder, including all public laws applicable thereto and all laws regarding the design, approval, and construction of public projects by counties and school districts in the State. SCCFC shall make certain that each contract relating to the PROJECT is awarded in accordance with applicable law.

C. During the design phase, SCCFC will consult with COMMITTEE and each of the other PARTIES regarding the plans and specifications being developed for the PROJECT by the architects employed by SCCFC (the "PLANS") and the cost of constructing the PROJECT in accordance with the PLANS (the "PROJECT COSTS"). To ensure flexibility in the face of uncertain actual costs, the PLANS will include appropriate additive and/or deductive alternates and the PROJECT COSTS will provide for contingencies an amount at least 15 % of the total PROJECT BUDGET. SCCFC will submit for approval by each of the other PARTIES the final proposed PLANS and PROJECT COSTS and carry out the PROJECT in accordance with the PLANS and PROJECT COSTS approved by each of the PARTIES.

D. Subject to any other restrictions imposed upon SCCFC, it may approve changes to the PLANS so long as any change does not, and all such changes as a whole do not, (i) substantially alter the nature of the PROJECT, (ii) delay the completion of the PROJECT beyond its scheduled completion date, or (iii) increase the total PROJECT COSTS, unless it obtains the approval of all of the other PARTIES in advance.

2. AGENCY Responsibilities

AGENCY shall be responsible for providing administrative services as indicated in the Agreement in conjunction with the PROJECT.

3. COUNTY Responsibilities

A. COUNTY shall be responsible for assisting SCCFC in the development and review of the design of the FACILITY to ensure that it will meet its needs.

B. COUNTY shall be also responsible for providing legal review and comment on its own behalf on documents and procedures utilized for construction to assist SCCFC in complying with the Library Bond Act and the Regulations and COUNTY's bidding and contracting requirements.

4. SPJUSD Responsibilities

A. SPJUSD shall be responsible for providing legal review and comment on its own behalf on documents and procedures utilized for construction to assist SCCFC in the furtherance of this Agreement.

B. SPJUSD shall also be responsible in assisting SCCFC in obtaining any approvals or authorizations required by any of the preceding legal provisions.

5. SCSS Responsibilities

A. SCSS shall be responsible for assisting SCCFC in the development and review of the design of the FACILITY to ensure that it will meet SCSS's needs.

B. SCSS shall be responsible for providing legal review and comment on its own behalf on documents and procedures utilized for construction to assist SCCFC in the furtherance of this Agreement.

C. SCSS shall also be responsible in assisting SCCFC in obtaining any approvals or authorizations required by any of the preceding legal provisions.

**EXHIBIT G**  
**TO**  
**COOPERATIVE AGREEMENT FOR**  
**SIERRA VALLEY LIBRARY AND**  
**CHILDREN & FAMILIES CENTER**  
  
**JOINT USE OF THE FACILITY**

1. The FACILITY shall be used for the purposes as identified in the Agreement and for such other purposes as provided for in this Exhibit. It is the intent of the PARTIES that the facility will be used to the maximum extent possible by the PARTIES, the schools, and the community, in compliance with Education Code Section 17077.42(d)

2. Initially, the FACILITY shall be used as follows:

**Sierra County Office of Education:** SCSS will use the Center's community meeting room to facilitate a variety of educational functions including the Student Attendance Review Board (SARB) and the Community Advisory Committee (CAC). The SCSS will also support alternative educational programs consistent with their mission statement and will help support the Homework Center/Academic Achievement Center activities through categorical funding or grant sources. The Technology Coordinator for the SCSS will establish and ensure integration of the high-speed Internet access portal in the new building with the existing hub located in the Elementary School building. The SCSS will have full control over all state educational program funds.

**The SCSS will be responsible to ensure the safety of the pupils** pursuant to Education Code 17077.42(b). The proposed Sierra Valley Library and Children and Families Center will be located on the property of the Loyalton Elementary School, which is a highly visible and safe location. The entire property is fenced and receives regular patrol service from the Sierra County Sheriff's Department. The new building will have a separate fenced area from the main school campus, allowing for further control of those entering and leaving the site. Exterior building lighting, including new parking lot lights, will help to provide increased visibility and security at night.

There is one main entrance to serve the multiple uses in the building, which will allow for controlled access for anyone coming into the facility. From the main lobby area, a patron will then enter either wing (library or the childcare wing) and will pass by the staffing desk for each service provider, further ensuring that everyone is acknowledged and accounted for in the building. Adequate fire safety exits are provided throughout the building to handle any emergency situation. A separate exterior entry door is provided in the Homework/Academic Achievement Center area so the instructional staff can let students enter and leave without going through the main library area. This allows for more direct control and supervision of students and separation from library patrons when appropriate.

The new facility will be protected with an automatic fire sprinkler system in conformance with Chapter 9 of the California Building Standards Code (Part 2, Title 24, C.C.R.). In order to



provide adequate water pressure and quantities for fire suppression purposes, the project sponsors will have to extend a new 8-inch water line approximately 2,300 linear feet from an existing municipal well on the High School property, extending along the northern property lines of the Loyalton High School and Elementary School parcels. All the current buildings on the Loyalton Elementary School site do not have adequate fire-flow protection; there is not a fire hydrant in close proximity that could provide water in the case of a fire. The new facility will remedy this problem by placing two new fire hydrants along the frontage of Beckwith Street, with the ability to reach all of the structures on the property.

**Sierra-Plumas Joint Unified School District:** The SPJUSD has a direct role in the successful completion and operation of the Sierra Valley Library and Children and Families Center. The District is contributing the use of District land and will also be a major participant in use of the new library. The Homework Center/Academic Achievement Center and curriculum-related materials will allow the District, in collaboration with the SCSS, to maximize the efficiency and use of instructional aides to help students meet their educational goals with support from individual and small group homework support and tutoring, supplemental classes, independent study courses, online resources, and community college classes.

**Sierra County:** Sierra County will serve as the library operator for the Sierra Valley Library and Children and Families Center. Services will include: circulating library (fiction and non-fiction materials); comfortable reading areas; access to print and electronic information and databases; interlibrary loan services; literacy services; historical archives and research resources; reference resources; career development resources; story time and other programs for young children; programming and outreach for senior citizens; homework/after school programming. The Sierra County Auditor's Office will act as the fiduciary managing agency with all operation debts paid through the Auditor's Office.

**Sierra County Children and Families Commission:** SCCFC will operate the Children and Family Center wing of the facility which will include a state-of-the art child care center; space for health outreach, education and screenings for children and their families; and the SCCFC office, which will be headquarters for the SCCFC school readiness program, providing enrichment activities and education for parents, caregivers, teachers, and other professionals who work with young children. Much of this training will be conducted in the common meeting/training room. SCCFC's school readiness strategies include use of the children's library, story hours, and other programming to develop pre-literacy and other school readiness skills for young children in an integrated program involving all center and home-based child care providers as well as the kindergarten teachers.

**Feather River College:** FRC has agreed to bring educational programs and distance learning opportunities to Sierra County through partnership with the Center, SCOE, and SPJUSD. These programs include Educational Talent Search, California Early Childhood Mentor Program, and various community college courses. These courses will be offered in the meeting/training room, online, and as independent study classes. Students will use the library, meeting room and internet/computer technical support areas of the building. A major component of FRC's involvement will be offering child development courses in coordination with SCCFC's Child Development Corps programs, which supports education of child care providers. The

observation room just off the child care center will be used extensively for this purpose.

**Sierra County Health Services and Sierra Valley District Hospital Clinic:** Health care screening and related health outreach and services will be conducted by SCCFC, the Sierra County Department of Health and Human Services, Sierra Valley District Hospital/Clinic, or other health care providers in the designated space in the Children and Families Wing of the FACILITY and/or the meeting room of the FACILITY. Well-child visits, oral health, hearing and vision screening and services will also be provided. Health fairs and large group screenings, educational programs, and outreach will be conducted in the meeting/training room. The County Mental Health and Children System's of Care will utilize the health outreach spaces and observation room to assess and evaluate children in attendance at the day care center.

**Toddler Towers Child Care Center:** The local day care center (which serves approximately 40 children/day) will rent space in the Children and Families Center portion of the building and will have access to the Library's reading materials, programs, and computers. Toddler Towers and the SCSS Special Needs Pre-school will conduct inclusionary day care and pre-school programs in the child care center space. The Center staff will use the meeting/training room for staff development trainings, parent education, large motor activities, and story hours, and will use the observation room to assess and evaluate classroom dynamics.

**Sierra County Literacy program:** The Literacy program will continue providing Literacy services to the community and will have access to a quiet and confidential classroom/office space. These services include instruction in English as a Second Language, transition services to children entering child care or school whose primarily language is not English, Family Literacy Services (for families with young children), and adult literacy skills instruction and tutoring.

**Sierra County Historical Society:** Members of the Historical Society will use the History Room in the library as a centralized location to access local history materials. Display areas in the library and lobby will be used to present displays and programs on local historical topics.

**Sierra County Arts Council:** SCAC will provide art displays throughout the new Center under their Arts in Public Places program. In addition, the community will benefit from small venue performances and poetry and artist workshops sponsored by SCAC that are held in the community meeting room.

**Community:** The Library staff will coordinate community use of the public meeting/training room. Any civic, non-profit, government, or other community based organization will be able to use the room free of charge for meetings or trainings.

3. Any of the PARTIES (either individually or collectively), may utilize the area(s) reserved for its exclusive use for any other program which it is authorized by law to carry out subject to the following:
  - A. At least six months prior to the intended change of use that PARTY shall notify

the COMMITTEE and the other PARTIES in writing.

B. Within 45 days of receipt of that notification, the COMMITTEE shall review the proposed change of use and make one of the following recommendations in writing to the PARTIES:

- (1) Consent to the proposed change unconditionally;
- (2) Consent to the proposed change with conditions; or
- (3) Not consent to the proposed change.

C. Within 45 days of receipt of the COMMITTEE's recommendation, each PARTY shall review the proposed change and the Committee's recommendation and either approve or not approve that recommendation and notify the COMMITTEE and the other PARTIES of its decision.

4. A. The COMMITTEE may also propose changes in the use of the FACILITY and forward those recommendations in writing to the PARTIES.

B. Within 45 days of receipt of the COMMITTEE's recommendation, each PARTY shall review the proposed change and the Committee's recommendation and either approve or not approve that recommendation and notify the COMMITTEE and the other PARTIES of its decision.

**EXHIBIT H**  
**TO**  
**COOPERATIVE AGREEMENT FOR**  
**SIERRA VALLEY LIBRARY AND**  
**CHILDREN & FAMILIES CENTER**  
  
**OPERATION OF THE FACILITY**

1. The COMMITTEE shall, as provided for paragraph 7.I of the Agreement, develop and implement policies and procedures consistent with the Agreement to facilitate the orderly and efficient operation of the FACILITY, subject to the approval of the PARTIES.

Responsibilities for the funding, operation, and staffing of the facility are as follows:

**Sierra County:** The Library and Literacy Program will be staffed and operated by employees/contractors of Sierra County in compliance with all California regulations which govern the staffing of public libraries. Currently and for the foreseeable future, Sierra County contracts with Plumas County for professional library administrative services and staff. Sierra County will provide auditing/accounting and clerk services for the COMMITTEE.

**Library Staffing:**

Providing trained staff who can assist patrons with their information needs, checking out books, and provide programming is an essential service. Staffing at the Sierra Valley Library and Children and Families Center will be based on staffing at Plumas County Library branches, which are staffed by a single Branch Library Assistant and part-time Literacy Aide. In cooperation with the Sierra County Office of Education (SCOE), staffing will be shared by a Homework Center Aide provided by SCOE. Services will be expanded with the use of trained volunteers and work-experience students.

Literacy Aide	.6 FTE
Homework Center Aide	.4 FTE
Branch Library Assistant(s)	.4 FTE
Volunteers	.4 FTE

**Hours of Service:**

The total open hours for the library are based on the community survey, in which 80% of respondents selected between 11-30 hours per week as a reasonable number of open hours. Focus groups and survey respondents also cited afternoons and evenings as the most likely times they would use the library. Proposed hours of service are shown on the following table.

The total operational open hours for the Sierra Valley Library will be 29 hours each week. Until several years ago, Plumas County Library branches were staffed by part-time Branch Library

Assistants and open only 30 hours per week. It is anticipated that the overwhelming popularity of new library services will justify an increase in staffing and hours within the first year.

**Implementation:** The Library will be staffed by paid employees during all open hours. The Homework Center Aide will work weekdays 3:00-6:00 p.m. This person will run the Homework Center and be in charge of the library until the Branch Library Assistant arrives, but will be assisted by a volunteer who is managing the Circulation Desk. The Branch Library Assistant will work 5:30-8:00 p.m. Mondays through Thursdays, 12:30-3:00 p.m. Fridays, and 10:30-2:00 p.m. on Saturdays. (The Branch Library Assistant position is will be shared by two people because it requires six days per week. Additional hours may be required Staffif the various partners involved obtain grants to increase use of the Library and the Homework Center). The Branch Library Assistant will train and oversee volunteers and work study students who will assist in providing library services. Plumas County Library staff will review library service use after the first year the Sierra Valley Library and Children and Families Center is open and will make recommendations to Sierra County regarding staffing and hours.

### Proposed Sierra Valley Library Operating Hours

	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday	
	HWC	Library	HWC	Library	HWC	Library	HWC	Library	HWC	Library	HWC	Library
10:30 - 11:00am											Public Use	Staff
11:00 - 11:30am											Public Use	Staff
11:30 - noon											Public Use	Staff
noon - 12:30pm											Public Use	Staff
12:30 - 1:00pm									Public Use	Staff	Public Use	Staff
1:00 - 1:30pm									Public Use	Staff	Public Use	Staff
1:30 - 2:00pm									Public Use	Staff	Public Use	Staff
2:00 - 2:30pm									Public Use	Staff		
2:30 - 3:00pm									Public Use	Staff		
3:00 - 3:30pm	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer		
3:30 - 4:00pm	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer		
4:00 - 4:30pm	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer		
4:30 - 5:00pm	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer		
5:00 - 5:30pm	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer	HWC open	Volunteer		
5:30 - 6:00pm	HWC open	Staff	HWC open	Staff	HWC open	Staff	HWC open	Staff	HWC open	Volunteer		
6:00 - 6:30pm	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC			
6:30 - 7:00pm	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC			
7:00 - 7:30pm	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC	Staff	SCOE / FRC			
7:30 -	SCOE	Staff	SCOE /	Staff	SCOE	Staff	SCOE	Staff	SCOE			

8:00pm	/ FRC		FRC		/ FRC		/ FRC		/ FRC			
Homework Center Aide	3		3		3		3		3			
Library Volunteer Hours = 13 hr		2.5		2.5		2.5		2.5		3.0		0
Library Staff Hours = 16 hr		2.5		2.5		2.5		2.5		2.5		3.5
<b>Total Library Operational Hours = 29.0hr</b>		<b>5.0</b>		<b>5.0</b>		<b>5.0</b>		<b>5.0</b>		<b>5.5</b>		<b>3.5</b>

HWC is Homework Center

SCOE / FRC is Academic Achievement and College Level Courses

note: Non-assigned hours are available for Literacy Program and SPJUSD / SCOE programs.

When the full library is in use by these partners provisions will be made for library staff or library volunteers to work additional hours.

**Sierra County Office of Education:** SCSS, in coordination with Feather River College and Sierra-Plumas Joint Unified School District, will be responsible for staffing and operating the academic achievement program with tutors, small group instructors/tutors, technical assistance for computer use, instructors/teachers for academic courses, and supervisors for homework activities. SCSS is also responsible to provide mandated teaching and teaching assistance staff for children enrolled in the child care center who have special needs.

**Sierra County Children and Families Commission:** SCCFC will be responsible for staffing and operating its main office and its mandated and funded programs. SCCFC will be responsible to ensure that a quality licensed child care provider operates within the child care center space. SCCFC will also be responsible to contract with presenters/instructors, and coordinate training programs specifically for child care providers, parents and families of children 0-5 years of age. SCCFC will also be responsible to contract with service providers to conduct health education, outreach, screenings, etc., for children 0-5 years of age and their families. If additional funding is obtained, these services will be expanded to additional age groups; coordination, staffing and operation will be the responsibility of the agency receiving funds.

**Toddler Towers Child Care Center:** TTCCC will be responsible to staff and operate the child care center in compliance with all regulations governing a licensed child care facility.

**EXHIBIT I**  
**TO**  
**COOPERATIVE AGREEMENT FOR**  
**SIERRA VALLEY LIBRARY AND**  
**CHILDREN & FAMILIES CENTER**  
  
**FUNDING FOR THE FACILITY**

1. Construction Funding

A. Construction funding for the library/homework portion of the FACILITY will be based on the securing of grants from the *Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000* from the California Office of Library Construction for sixty-five percent (65%) of the eligible library costs. Current estimate for construction of the Library Wing, including proportionate share of the Common Area is approximately \$998,588. Funding for this portion of the FACILITY will be provided by a combination of funds including:

- (1) The Library grant application for approximately 666,755, not to exceed sixty-five percent (65%) of the eligible library costs.
- (2) Grant from AB 16 Joint Use Projects (Type III facility - Academic Achievement Center) at \$110,906 (approved by the State Allocation Board on July 23, 2003).
- (3) Capital funds from the SCCFC for approximately \$248,116.

B. Construction funding for the remainder of the FACILITY (i.e. Children and Families Wing, Common Areas, etc.) is currently estimated to cost \$1,147,777. Funding for this portion of the FACILITY will be provided by a combination of funds including:

- (1) Grant for AB 16 Joint Use Projects (Type III facility - Child Care Center) at \$508,835 (approved by the State Allocation Board on July 23, 2003).
- (2) Capital funds from the SCCFC for approximately \$488,942.
- (3) SCSS Capital funds, not to exceed \$150,000 to be directed toward construction costs related to special education needs portions of the FACILITY.

C. Supplemental Construction funding may be available from the following sources.

(1) Any remaining SCCFC Capital Funds not to exceed a total of \$965,000.

(2) Proposition 40 Recreation and Cultural /Historic Resources funds at approximately 11% (405 sq ft/3580) - not to exceed \$200,000 to be directed toward the Library Wing costs.

(3) Foundation Support, including Judge Keene Foundation, Sierra Pacific Foundation, etc. anticipated to be up to \$50,000.

D. The PARTIES and SPJUSD understand and agree that there is no requirement to provide funds for the construction of the FACILITY other than those specified above.

2. Funding for Operations and Maintenance will be provided for in the annual operational budget described in paragraph 7.J of the Agreement.